

2. Vacate such streets, roads and alleys within the area of such Development as may be necessary for the improvement thereof, and convey without charge to the PHA such interest as the City may have in such vacated areas and without cost or expense to the PHA or to the City, order the removal of all public or private utility lines and equipment from such vacated areas as is deemed necessary; and
3. Grant such deviations from the building code of the City as are reasonable and necessary to promote economy and efficiency in the improvement and administration of such Development, and at the same time safeguard health and safety; and
4. Make such changes in any zoning of the site and surrounding territory of such Development as are reasonable and necessary for the development and protection of such Development and the surrounding territory; and
5. Accept grants of easements necessary for the improvement of such Development; and
6. Cooperate with the PHA by such other lawful action or ways as the City and the PHA may find necessary in connection with the improvement and administration of such Development; and
7. Provide such services as are normally provided to other inhabitants or dwellings in the City for which the PHA will pay the City a Service Charge as stipulated elsewhere in this Agreement; and
8. Within a reasonable time after receipt of a written request from the PHA, the City will accept the dedication of all

interior streets, roads, alleys, and adjacent sidewalks within the area of such Development, together with all storm and sanitary sewer mains in such dedicated areas, after the PHA, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the City; and

9. Within a reasonable time after receipt of a written request from the PHA, the City will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Development or necessary to provide adequate access thereto (in consideration whereof the PHA shall pay to the City the amount that would be assessed against the Development site for such work if the site were privately owned); and
  10. Within a reasonable time after receipt of a written request from the PHA, the City will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Development and serving the bounding streets thereof (in consideration whereof the PHA shall pay to the City the amount as would be assessed against the Development for such work if such site were privately owned).
- G. If by reason of the City's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the PHA or to the residents of any Development, the PHA incurs any expense to obtain such services or facilities, then the PHA may deduct the



amount of such expense from any PILOT due or to become due to the City in respect to any Development or any other low-rent housing developments owned or operated by the PHA.

- H. No member of the governing body of the City or any other public official of the City who exercises any responsibilities or functions with respect to any Development during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in any Development or any property included or planned to be included in any Development, or any contracts in connection with such Development or property. If any such governing body member or such other public official of the City involuntarily acquires or had acquired prior to the beginning of his or her tenure any such interest, he or she shall immediately disclose such interest to the PHA.
- I. So long as any contract between the PHA and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Development remains in force and effect, or so long as any bonds issued in connection with any Development or any monies due to the Government in connection with any Development remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Development so long as the beneficial title to such Development is held by the PHA or by any other public body or governmental agency, including the Government, authorized by law to engage in

the development or administration of low-rent housing Develop-  
ments. If at any time the beneficial title to, or possession of,  
any Development is held by such other public body or governmental  
agency, including the Government, the provisions hereof shall  
inure to the benefit of and may be enforced by, such other public  
body or governmental agency, including the Government.

IN WITNESS WHEREOF, the City and the PHA have respectively signed and  
sealed this Agreement as of the day and year first above written.

APPROVED AS TO FORM

John B. McNeil  
Assistant City Attorney

CITY OF SAINT PAUL

By George L. Stinner  
Its Mayor

By William B. Olson  
Its City Clerk

By Peter Homer  
Its Director, Department of Finance  
and Management Services 

PUBLIC HOUSING AGENCY OF  
THE CITY OF SAINT PAUL

By John J. Gallet  
Its Chairperson

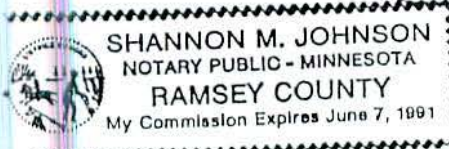
By Ray Harz  
Its Secretary



STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 1984, by George Latimer, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

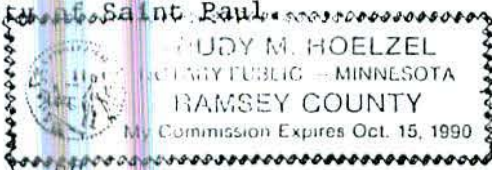
STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )



Shannon M. Johnson

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 1984, by Albert B. Olson, City Clerk for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

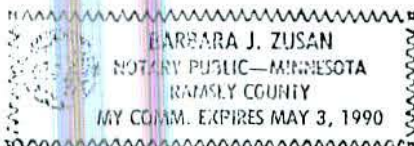
STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )



Judy M. Hoelzel

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 1984, by Peter Hanes, Director of the Department of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )



Barbara J. Zusan

On this 20<sup>th</sup> day of September, 1984, before me, a notary public within and for said County, appeared John J. Galles and Roy Garza, to me personally known, who being each by me duly sworn, did say that they are respectively the Chairperson and Secretary of the PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL, the corporation named in the foregoing instrument, and that the instrument was signed on behalf of said corporation by authority of its Board of Commissioners and said John J. Galles and Roy Garza acknowledged said instrument to be the free act and deed of said corporation.

Mary C. Garvey

